IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2503 OF 2004

Godrej Industries Limited,)

(Formerly known as Godrej Soaps)

Ltd) Eastern Express Highway)

Vikhroli (East), Mumbai-400 078)..PETITIONER

Versus

Shri Vishnu R. Ajgekar,)

C/o.Godrej Soaps Limited,)

Piroj Shah Nagar, Eastern)

Express Highway, Vikhroli,)

Mumbai-400 079)..RESPONDENT

Mr. M.M. Varma with Mr. Rajesh Gehani & Ms. Farida Contractor for the Petitioner

Mr. S.C. Naidu with Mr. S. Pathak and Mr. T.R. Yadav for the respodnent.

CORAM: F.I. REBELLO, J.

DATE : 29th September,2004

ORAL JUDGMENT:

1. The respondent herein had filed a complaint against the petitioners under the provisions of the Maharashtra Recognition of Trade Union & Prevention of Unfair Labour Practices Act, 1971 (M.R.T.U. & P.U.L.P. Act). In the complaint filed it was set

out that the petitioners herein have indulged in unfair labour practice under Items 5 and 9 of the Schedule IV of the M.R.T.U. & P.U.L.P. Act and continue the same every day and on from 20th August, 1988. It is contended that the petitioners are not paying same wages as well as are not extending other service benefits like travel allowance, bonus, uniforms, leave facilities, etc., which are extended to the Security Guards/Watchmen, who are also employed by the petitioner company and are working in the factory. The security guard/watchman who are employed by the petitioner company are performing the same nature of duties which are being performed by the respondent and as such the respondent-complainant is entitled to the same wages and other service conditions which are being extended to other security guards/watchmen employed by petitioner company on the basis of equal work equal wages. It is pointed out that there are 18 such similarly placed security guards/watchmen.

2. It is then submitted that prior to 1984 there were another 14 Security Guards/Watchmen who were also doing the work which was being done by the respondent at the company's Guest House and residential premises of the petitioner. The services of some of them were terminated and they raised demand of reinstatement with continuity of services

and full back wages along with the demand of getting equal remuneration and other service facilities which are extended to other Security Guards/Watchmen of the petitioner. The dispute raised by those workmen was referred to adjudication under Reference (IT) No.13 of 1984. The petitioners opposed the reference amongst others on the ground that the said workmen were employees of a Contractor and also that the said 14 Security Guards/Watchmen were engaged to perform the work at the Company's Guest House site, residential premises, etc. The Industrial Court answered the said reference in favour of the workmen and directed the petitioners to reinstate the employees as permanent employees of the company and give them all emoluments, benefits and service conditions applicable to the permanent Security Guards/Watchmen with effect from their respective dates of joining. The petitioners challenged the award before this Court in Writ Petition No.1006 of 1995. In the petition consent terms were signed and the petition was disposed of in terms of the consent terms. These workmen will be known as the award staff. It is then set out that the respondent-complainant are doing the same work or performing the duties which were performed by the Security Guards involved in Reference (ID) No.13 of 1984 i.e. the award staff. The respondent from time to time had approached the petitioner demanding emoluments, benefits and other service conditions, which are being extended by the petitioners to the

permanent workmen who are working as factory watchmen. He was informed that as the issue is pending in the reference they should wait till the decision of the said reference and were assured that if the reference was answered in favour of those workmen the respondent workman will also be given the same benefits. Inspite of the award being passed the petitioner have failed to keep the promise to the respondent workmen including wages and other conditions of service. This conduct of the petitioners, it is stated, clearly amounts to an act of favoritism and partiality to a set of workmen regardless of merits, which is an unfair labour practice covered under Item 5 of Schedule IV of the Act as also amounts to failure to implement the agreement and is an unfair labour practice covered under Item No.9 of Schedule IV of the Act.

3. It is next set out that the petitioner signed a settlement with the Union which is the respondent No.3 to the complaint which union has not been made party in the present petition. That settlement is dated 20th July, 1995. Not giving the benefits of the said settlement clearly amounts to failure to implement the settlement and unfair labour practice. As the benefits were not extended to the respondent workmen a legal notice was served. At this time their Advocate received a reply dated 28th June, 1995 wherein it was mentioned that a Memorandum of Settlement had been reached between the Bharatiya

Kamgar Sena and the management on 24th July, 1995 in respect of the employees who are doing the work outside Vikhroli Establishment either at the Guest House, residential premises or at other sites. It is specifically averred by the respondent complaint that the petitioner has acted in collusion with Bharatiya Kamgar Sena and the petitioners were clever enough to evade and avoid the payment of legitimate legal dues of the respondent and such similar set of employees by signing the purported settlement with Bharatiya Kamgar Sena one of the clauses was deduction of membership fees. Neither the respondent nor his other colleagues had authorised the management to make deductions from their wages for the membership fees. They were also not informed of the settlement nor a copy of the said settlement furnished to them. The settlement it is set out is sham, bogus, colourable, illegal and against the provisions of law and as such is not binding on the respondent and his colleagues. Under the guise of purported settlement the petitioners for the first time after receipt of the notice dated 17th August, 1995 offered to revise the wages for the month of July, 1995. They accepted the wages under protest without prejudice to their rights. It is then pointed out that the respondent along with his 17 colleagues, without accepting the Bharatiya Kamgar Sena as the recognised union approached the office bearers to take up their case. They were informed that the Union does not want to entertain their grievance as they have already signed

a settlement. It is once again reiterated that the Bharatiya Kamgar Sena should not have signed such colourable, malafide, sham and bogus settlement. The conduct and action of the respondents in the complaint which included the petitioner is fraudulent, collusive and illegal.

4. The respondent has further averred that the approach of the petitioner is totally malafide, illegal, high handed, arbitrary as though the petitioner was aware of the Award passed in Reference (IT) 13 of 1984 by the Industrial Tribunal, even then the petitioners are making feeble attempt to deprive the benefits and legitimate claim of the respondent under the pretext that the respondent is working outside the establishment, etc. It is pointed out that as Security Guards/Watchmen there cannot be different service conditions applicable to the respondent, than that of the Security Guards/Watchmenemployed by the petitioner. The petitioner under the pretext of classification and by by-passing the judicial award appears to have arrived at some Memorandum of Understanding in collusion with Bharatiya Kamgar Sena with an intention to deprive the legitimate benefits to which the respondent and his other colleagues are entitled. It is pointed out that the workmen involved in Reference (IT) 13 of 1984 were also doing exclusive duties at Guest-house, residential Bungalow and working sites of the petitioner and had now been given the benefits and

service conditions on passing of the Award by the Tribunal like that of permanent watchmen of the petitioner. For all the aforesaid reasons the reliefs as prayed for.

5. The petitioners filed their reply through Shri Prabhakar J. Nandalike, Deputy General Manager (Personnel). It is pointed out that Bharatiya Kamgar Sena is the only union functioning in the company and it represents by virtue of being a recognised union all workers in the petitioner's establishment. It is denied that the petitioners have indulged in unfair labour practice under items 5 and 9 of the Schedule IV of the M.R.T.U. & P.U.L.P. Act. It is pointed out that the employer has not shown any favoritism or partiality to one set of workers regardless of merits. It is denied that there is failure on the part of the employer in implementing any award, settlement or agreement. It is then pointed out that the respondent workmen are working at the company's guest houses and residences of the Directors and the nature of work performed by the respondent at the guest houses and residences is qualitatively different and belong to different classification. The measure of responsibility is totally different and though the respondents are employees of the company, the performance of work is not in the factory and as such are not entitled for the same wages and other benefits as applicable to the other employees employed in the factory. It is denied that

the Security Guards and the Watchmen who are employed in the guest house and at the Directors' residences are being exploited and denied facilities. It is then pointed out that the reference to 14 security guards and watchmen has no relevance with the present complaint. It is contended that all such employees who are concerned in the said reference deposed before the Tribunal that they were working in the factory and as such they were entitled for parity in wages and apart from that they contended that their services were terminated by the employer. The Tribunal after considering the evidence and hearing the parties held that the 14 security guards were working in the factory and the employer was directed to treat them as employees of the factory. The recognised union, it is contended, was entitled to enter into settlement. After termination of the earlier settlements and awards and after protracted negotiations with the petitioners has entered into a settlement dated 24th July, 1994 and one of the terms of settlement is that the employer shall sign a memorandum of understanding as regards the conditions of service applicable to the employees engaged in guest house and residential premises of the company who are referred to as 'outside employees'. It is averred that the memorandum of understanding is a part of the said settlement and accordingly the terms and conditions of employment have been formulated in the said memorandum. Adverting to the notice received, it is pointed out that considering the

nature of the work performed by the employees and applying the principles of intelligible differentia and after reasonable classification and after consultation with the union, a settlement is reached and that no employee is being discriminated. As the nature of duties and the responsibilities required to be borne by the workmen like the respondent are different it has become necessary to differentiate the terms of employment and conditions of service. None of the outside employees is attached to the factory and is required to perform duties only in the guest house or residential premises. By the settlement of 24th July, 1995 entered into with the recognised union of the company, the respondent has received substantial increase in his emoluments and other conditions of service. The petitioner cannot treat the outside employees on parity with the workmen employed in the factory. It is contended that Bharatiya Kamgar Sena is recognised union and the MoU was entered into which is binding on all the employees, who were in employment at the time of dispute as well as such of the workmen who have been subsequently employed by the petitioner. The settlement was reached in July, 1995 in the prescribed manner and copies whereof sent out in the prescribed manner to the authorities concerned. It is then pointed out that Bharatiya Kamgar Sena is the only recognised Union when whom the MoU was reached. Allegation that the M.O.U. was entered into in a collusive manner reflects the desperation of the

respondent workman. For all the aforesaid reasons, it is contended that, the complaint ought to be dismissed.

6. The workmen examined himself. On behalf of the management Shri Kalkobad F. Daruwalla, Senior Security Officer was examined. In his evidence he has set out that separate memorandum of understanding was signed on 24th July, 1995 which is filed on record and also forwarded to the Commissioner of Labour on 8th August, 1995 as per document at Exhibit C-13. He then sets out that the memorandum of understanding is part of the settlement dated 24th July, 1995. Prabhakar J. Nandalike, Deputy General Manager (Personnel) was also examined,who has deposed amongst others to the fact that separate MoU was signed on 24th July, 1995 which is filed on record and forwarded to the Commissioner of Labour on 8th August, 1995 with the document produced at Exh.C-13 at page 139. He then states that the MoU is part of settlement dated 24th July, 1995. In the cross examination he has stated that there is no settlement regarding service conditions of the workers mentioned in the complaint. The same is MoU minutes of understanding between the parties. He then reiterates that the same is also a part of the settlement dated 24th July, 1995. He then states that he does not know when the said MoU was reached. He has also stated that he is not aware whether the copies of the settlement dated 24th July, 1995 were

sent to the proper authorities by registered post or not and whether MoU dated 24th July, 1995 was sent by Registered Post or not.

7. The learned Industrial Court by the impugned judgment and order dated 6th May, 2004 allowed the complaint with a further direction to pay all consequential benefits to the respondent workmen by treating them on par with the permanent factory security guards, with immediate effect and the difference between the said monetary and consequential benefits arriving out of the same, to be paid to the respondent on and from the date of filing of the present complaint. While answering the complaint on comparison of the duties of the security guards employed in the factory and the duties of the complainant workmen the learned Industrial Court noted that the only difference seemed to be in the matter of maintaining access register. The learned Industrial Court further noted that in respect of the award passed in Reference NO.13 of 1984 the workmen involved were given training for about 24 hours only and the witness categorically stated that the witness had been satisfied that the workers concerned will do their duties as security guards at the factory efficiently and diligently. It is then recorded that if the workmen herein are given same amount of training they can also do the job efficiently and equally with other factory security guards. It is then noted that prior to 24th July, 1995 though there

was Memorandum of Understanding reached, there was no categorisation or classification mentioned regarding respondent workmen and their other colleague employees. It is only after the settlement before this Court pursuant to the award under Reference NO.13 of 1984 in the year 1996 that respondent workmen and similarly placed workmen have been categorised and classified by the petitioners as outside employees. At no time the respondent and his other colleague employees were designated as outside employees but they were called as residential security guards from the date of their joining with the petitioner company. The learned Industrial Court then recorded a finding that the petitioners in collusion with Bharatiya Kamgar Sena have tried their best to deprive the respondent and his other colleagues from giving them benefit of permanent security guards working in the factory. There are some other comments about the role of the said Union. Then held that there are hardly any difference between the security guards employed in a factory and the respondent workman and further held that the award staff in Reference No.13 of 1984 after training of 24 hours were doing the regular duties at the factory diligently. A specific finding is recorded that it is nobody's case that that those award staff were ex-servicemen. This is material because of the contention of the petitioners that security guards at the factory were chosen from amongst ex-servicemen and ex-policemen. The learned Industrial Court then

held that considering the totality of circumstances the respondent workman would be entitled to be treated on par with permanent security guards with immediate effect. It is this order which is the subject matter of the present challenge.

7. At the hearing of this petition on behalf of the petitioners their learned Counsel firstly contends that the settlement was entered into with the recognised union and as such it is binding on all the employees including the respondent workman. Once that be so it cannot be said that the petitioners have committed an act of unfair labour practice under item 5 of Schedule IV of the M.R.T.U. & P.U.L.P. Act. Reliance is placed for that purpose on the judgment of a learned single Judge of this Court in Bharatiya Kamgar Sena v. M/s.Consolidated Pneumatic Tool Co. (India) Ltd. & Ors., 1990 I CLR 112. It is then submitted that it is open to an employer to categorise employees and/or classify employees based on the nature of duties. If that is so done it cannot be said that the action of the employer is arbitrary and/or unfair. It is also contended that it is for the management to decide the equation of the posts and once that is so done the Courts ought not to interfere with the said equation. Reliance is placed on the judgment of the Apex Court in the case of Federation of All India Customs and Central Excise Stenographers (Recognised) and Ors. v. Union of India and Ors., AIR 1988 SC 1291 and the judgment of

the Apex Court in the case of State of U.P. and Ors., v. J.P. Caurasia and Ors., AIR 1989 SC 19.

. On the other hand on behalf of the respondent learned Counsel contends that in the instant case once an award was made in respect of similarly situated workmen, like the respondent workman who were also employed in the guest houses and at the directors residence, it was not open to the petitioner company to practice discrimination or classification between the workmen who has been employed within the premises of the factory and/or outside the premises. Such classification, it is pointed out, is unintelligible and consequently the learned Industrial Court rightly ignored the same. It is then submitted that the Industrial Court has recorded a clear finding of fact that the MoU between the petitioner and Bharatiya Kamgar Sena was collusive in nature. It is also pointed out that there is no material to show that the settlement was entered into and has complied with all the requirements of law for it to be said to be a settlement at law. Once the respondent had challenged the validity of the settlement it was upon the petitioners to establish that the settlement met with all the required legal formalities. This burden has not been discharged and for that purpose reliance was placed in the case of Workmen of M/s.Delhi Cloth General Mills Ltd. v. The Management of M/s. Delhi Cloth and General Mills Ltd. AIR 1970 SC 1851. In

the matter of classification or in the matter of equal pay for equal work learned Counsel has relied on the Full Bench judgment of Punjab and Haryana High Court in the case of Vijay Sharma & Ors. and State of Punjab and Ors., 2002-III LLJ.858.

8. From the above the first question that requires to be considered is whether the MoU entered into between the petitioner and Bharatiya Kamgar Sena can be said to be a settlement which is binding on the respondent workman as also similarly placed other workmen who are petitioners in other petitions filed in this Court. The settlement with the recognised union in respect of workmen other than those employed at the guest house and directors bungalows is dated 24th July, 1995. In that settlement under clause 9 it was provided as under:-

> 9. Outside Employees.
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> It is agreed by and between the parties that with a view to bring into the mainstream the employees engaged at Guest Houses and Residential premises of the Company and referred to as the "Outside Employees", a separate memorandum of understanding will be signed between the parties."

It will thus be clear from the reading of the said settlement that the settlement of 24th July, 1995 did

not cover what are termed as outside employees, and it was agreed between the petitioners herein and Bharatiya Kamgar Sena that a separate memorandum of understanding will be signed between the parties. In other words at the time of signing of the that settlement on 24th July, 1995 in respect of the workmen other than outside employees there was in fact no settlement for outside employees. Earlier we have adverted to the pleadings in the affidavit in reply filed to the complaint in which the petitioners have specifically averred that the MoU is part of the said settlement. In other words the defence raised before the Industrial Court was not that the second MoU was an independent settlement, but was a part of the settlement between the Bharatiya Kamgar Sena representing the employees working at the factory of the petitioner herein covering workmen other than outside employees. Even in the evidence of both the witnesses examined on behalf of the petitioners herein though it was set out that separate memorandum is entered into thereafter it was sought to be explained that it is part of the settlement entered into on 24th July, 1995. Is that legal in law.

. From the wording of the settlement itself it would be clear that the MoU entered into covering the outside employees cannot be said to be a part of the earlier settlement as at the time of signing that settlement which is also termed as M.O.U. there were no settlement of the demands of the so-called outside

employees. In fact what is to be noted is that no demands were made by the Union on behalf of the outside employees which were pending with the management. At the highest the clause in the agreement can be read to mean, that the petitioner management and the union agreed to enter into a settlement in respect of the outside employees.

. Let us thus consider whether the MoU is an independent settlement as it would then be still open to the petitioner to show that the MoU was entered into in the manner required. Though the pleadings by the petitioner company was that it is a part of the settlement they would not be estopped in law to otherwise show that in fact they had met with all the requirements which are required for a valid settlement. In Workmen of M/s.Delhi Cloth General Mills Ltd. (supra) the Apex Court has clearly observed that the settlement has to be in compliance with the statutory provisions. The question of a valid and binding settlement is governed by the statute and the Rules framed thereunder. The settlement has to be signed by a person duly authorised and a copy has to be forwarded in the manner as provided. Apart from that in a case where as contended by the petitioners herein that the settlement is binding on the respondent as a lawful settlement with the recognised union in the face of the challenge by the respondent workman it was incumbent on the petitioners who rely on the

settlement to prove that it is lawful and valid. In the instant case firstly, the petitioners themselves did not consider the MoU to be an independent settlement, but forming part of the first settlement and inference, therefore, must be drawn that they have not met with the requirement of a formal settlement. Secondly, there is no positive evidence to show that Exhibit C-13 was signed between the petitioner and the Union by a duly authorised office bearer. It is also not established that it was forwarded to the concerned officer in the manner required. Lastly and most important is a finding of fact recorded by the Industrial Court that this was a collusive MoU between the petitioners on the one hand and the Bharatiya Kamgar Sena the Union on the other. Bharatiya Kamgar Sena has not challenged the said MoU though it was a party to the complaint. The petitioners herein have chosen not to add Bharatiya Kamgar Sena as a respondent in the petition. In those circumstances it must be held that the settlement was collusive and will have to be held against the petitioners herein. An act of collusion would indicate that the settlement was not fair and made against the interest of the persons for whom it was meant to benefit. It is, therefore, not possible to accept the contention raised on behalf of the petitioners that there was a valid settlement entered into between the petitioners on the one hand and the Bharatiya Kamgar Sena on the other in so far as the so-called 'outside employees'.

9. Having said so the next question is whether the respondent workman can really contend that an act of unfair labour practice has been practised upon him in treating him and others similarly situated workmen differently from the workmen employed as security guards and watchmen in the factory. As we have noted in the pleadings the contentions were two fold. Firstly they have not been given the same pay scale and other service conditions as given to the security guards in the factory. For the moment we may ignore this ground. The second aspect of the matter is in the matter of award staff. In so far as award staff is concerned the material has been placed on record to show that as and upto July, 1995 atleast the award staff and the respondent workman was drawing the same benefits including wages. On 30th November, 1994 there was a representation made by them addressed to the petitioners herein. There was an office order issued on 22nd May, 1995 and thereafter on 5th June, 1995 which also covered many of the award staff. The reference made as sought to be contended on behalf of the petitioners by the learned Counsel was in respect of contract workmen, some of whose services were terminated and some who continued to be employed. The stand of the petitioners herein was that they were engaged by the contractor for the purpose of new construction which were going on and after that work had been completed at the request of the contractor they were employed at the Directors bungalow and at

the guest houses. The pleadings in the written statement which have been placed on record before me also bare the said fact. The learned Industrial Court recording a finding held that these employees were doing the work of a similar nature and for other reason held that they are entitled to be placed on the role of the company as permanent workmen and they be given all the emoluments, benefits and service conditions applicable to the permanent watchmen with effect from the respective date of joining. In other words it is clear that the contention of the petitioner thereunder was that the award staff were staff of contractor and that they were deployed after the contract came to an end and the guest house of the company Then comes the minutes of the consent terms signed before this Court of which clauses 1 and 4 are relevant and which read as under:-

> "1. The petitioner shall reinstate all six workmen, viz. S/Shri Ram Singh, Fazal Gul, V.D. Dixit, Rajan Kadam, P.R. Ambre and Lekhiram Bhatt on par with factory watchman subject to their reporting to duty on or before 31st July, 1995.
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> 4.As regards other seven Respondents, viz. S/Shri Babu Birasdar, Gabhu Lal Chaudhari, Ravindranath Singh, Arvind Kumar Singh, R.S. Mishra, R.P. Singh and R.P. Badoni, who are already in employment they will be treated as

permanent watchman and on par with factory watchmen from 1st July, 1995 and they shall be entitled for the difference in 10% of back wages and the wages received by them."

By the minutes all that is set out is that the workmen already in employment were be treated as permanent workmen on par with factory watchmen.

. Most of the award staff in service were discharging duties along with the complainant and other similarly situated workmen at the Directors House and guest houses. The award staff unlike the Respondent and others like respondent in the other petitions were not permanent workmen. By virtue of award they were directed to be absorbed as permanent workmen. The award further directed that the award staff be paid the same emoluments as the watchmen working in the factory. The petitioners challenged that award. They signed minutes before this Court. By the minutes the award staff were agreed to be treated as permanent staff and more importantly to be treated on par with factory workmen. The award staff were not absorbed or held to be factory workmen but were treated on par with factory workmen. This the subsequent act of the petitioners to treat the award staff on par with the workmen employed in the factory and denying to treat the respondent and other permanent workmen working at the directors bungalow and the guest house on par with factory workmen, is

for the petitioners to explain as to why these workmen like the respondent are being treated differently from that of the award staff. If the award staff, as contended on behalf of the petitioners, were contract staff engaged by the contractor and if they had been accommodated after the contract was over at the Directors bungalow and at the guest houses then the classification sought to be made on 24th July, 1995 between the award staff covered by clause 4 and the respondent becomes unreasonable and unfair. Merely because the award staff were directed to be made permanent cannot result in classifying those who were already permanent into a separate class by itself. No reason is given by the management-petitioners as to by similarly placed workmen like the award staff are not treated on par. Fairness demands that both of them be treated equally. Accepting the argument of the petitioner company would mean that though the respondent workman and similarly situate workmen who were on the permanent rolls of the company like the contract workers, who were also working with them at the bungalow and the guest house, can be treated as a distinct class only because of the award. This is impermissible. The company did not accept the award, but challenged it and then entered into a settlement to treat the award staff on par with factory watchmen. There is no reason why the respondents and other similarly situated workmen should not be treated on par with factory watchmen. Not treating

them on par would attract Item No.5 of Schedule I of the M.R.T.U. & P.U.L.P. Act. No enlightened employer which engages over a thousand workers, can in respect of a minuscule minority, seek to treat workmen like the petitioner who were the permanent staff, differently.

10. Even otherwise in the same company, having one recognised union, it is impossible to conceive a situation, that one group of workmen merely because they are placed at a different place are to be treated differently. Even assuming that the argument of the petitioner was accepted that those who are engaged at the factory are ex-servicemen and therefore different eligibility norms for appointment was different, that distinction disappeared once the contract workmen who were not ex-servicemen were absorbed as permanent workmen and treated on par with factory workmen. Secondly, from the evidence all the award staff were barely given 24 hours training. Even that was not material considering the minutes where the workmen were to be treated on par with factory watchmen. Even then one could understand if the basic wage are concerned some distinction was made. One cannot understand how security staff of the same company can be treated differently in the matter of D.A. when the cost of living will be the same as also other service benefits. A clerk employed at the factory and a clerk employed by the petitioner outside the factory could not have been

treated differently. The nature of the work is bound to differ from the factory to an establishment. Considering the posting the kind and nature of work need not be the same. In our case the security guards at the bungalows and guest houses were watching the security of both the property as also the life of the people inside. In the second case they were guarding the goods and the factory premises. In my opinion to treat workmen differently because of their posting would be unreasonable. No employer in respect of the same employees could have in the absence of tangible material which could be considered to be material for the purpose of making a valid classification ought to discriminate between its own employees. In the instant case the award staff who were working with the respondent have been treated on par with the factory workers. There is, therefore, no valid reason for treating the workmen or similarly situated workmen differently from the award staff. In my opinion it is not necessary, therefore, to take a view different from the view taken by the Industrial Court.

11. For the aforesaid reasons, I find no reason to interfere with the order of the Industrial Court.

Rule discharged. Petition dismissed.

12. On behalf of the petitioners learned Counsel seeks stay of the operation of the above order. Considering that the petition has been admitted and

disposed of at the admission stage itself there will be stay of the operation of the above order for a period of six weeks from today.

. Parties/Authorities to act on an ordinary copy of this order duly authenticated by the Associate/Personal Secretary of this Court.

(F.I.REBELLO, J.)